

UNITED STATES BANKRUPTCY COURT Southern District of New York Pg 1 of 7		PROOF OF CLAIM
Name of Debtor ASEC MANUFACTURING GENERAL PARTNERSHIP		Case Number 05-44482
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): CONTRARIAN FUNDS, LLC as Assignee of ARAMARK Uniform & Career Apparel, Inc. dba ARAMARK Uniform Services AND ARAMARK c/o Star Source Management Services		FILE COPY
Name and address where notices should be sent: CONTRARIAN FUNDS, LLC 411 WEST PUTNAM AVENUE, STE. 225 GREENWICH, CT 06830 Telephone number: 203-862-8200 ATTN: ALPA JIMENEZ		
Account or other number by which creditor identifies debtor:		Check here <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends
1. Basis for Claim <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed / Leased Uniforms <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____ </div> <div style="width: 45%;"> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS #: _____ Unpaid compensation for services performed from _____ to _____ <div style="text-align: center;">(date) (date)</div> </div> </div>		
2. Date debt was incurred: 6/1/05 through 10/4/05		3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: \$ <u>11,532.14</u> (unsecured) (secured) (priority) <u>\$11,532.14</u> (Total) If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		THIS SPACE IS FOR COURT USE ONLY
6. Unsecured Nonpriority Claim \$ <u>11,532.14</u> <input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.		
7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,000 and 180-day limits apply to cases filed on or after 4/20/05. Pub. L. 109-8.</small>		
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date 7/18/06	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <div style="text-align: right;">MICHAEL J. RESTIFO CFO/MEMBER</div>	

**ATTACHMENT TO AMENDED PROOF OF CLAIM
OF ARAMARK UNIFORM & CAREER APPAREL, INC. – CLAIM NO. 1571
ASEC MANUFACTURING GENERAL PARTNERSHIP – CASE NO. 05-44482**

Attached hereto as Exhibit A is an itemization of unpaid invoices and amounts owed to ARAMARK c/o Star Source Management Services, Inc. from ASEC Manufacturing General Partnership in the above referenced bankruptcy in the sum of \$11,532.14. The unpaid invoices have been assigned to ARAMARK Uniform & Career Apparel, Inc. pursuant to the Assignment of Delphi Receivables also attached hereto as Exhibit A.

EXHIBIT A

ASSIGNMENT OF DELPHI RECEIVABLES

This Assignment is dated as of December 8, 2005, between Star Source Management Services, Inc. ("Star Source") and ARAMARK Uniform & Career Apparel, Inc. ("Subcontractor") and is being entered into pursuant to Section 2 of that certain Subcontract Agreement effective October 30, 1999, as amended and restated by that certain Amended and Restated Subcontract Agreement also effective October 30, 1999 (the "Agreement").

Pursuant to the Agreement, Subcontractor provides service to various Delphi Corporation locations and related divisions and subsidiaries ("Delphi") as a subcontractor for Star Source. On October 8, 2005, Delphi filed for bankruptcy protection.

Listed on Schedule I attached hereto are the unpaid invoices of Star Source issued to Delphi for merchandise and services that were provided by Subcontractor to Delphi, totaling \$275,774.96 (the "Claim").

Pursuant to Section 2 of the Agreement, Star Source hereby assigns the Claim to Subcontractor free and clear of all liens and subject to no liabilities.

Star Source Management Services, Inc.
Inc.

Aramark Uniform & Career Apparel,

By: *Helmi Brown*
Title: President
Date: December 8, 2005

By: *[Signature]*
Title: *Vice President*
Date: December 8, 2005

AR#	Date	MC	Invoice Number	Remaining
92877014	09/01/05	551	0551-8076967	\$ 861.33
92877014	09/01/05	551	0551-8076968	\$ 18.72
92877014	09/01/05	551	0551-8076969	\$ 77.12
92877014	09/01/05	551	0551-8076970	\$ 6.59
92877014	09/01/05	551	0551-8076971	\$ 88.92
92877014	09/01/05	551	0551-8076972	\$ 123.99
92877014	09/01/05	551	0551-8076973	\$ 111.12
92877014	09/01/05	551	0551-8076974	\$ 113.43
92877014	09/01/05	551	0551-8076975	\$ 40.53
92877014	09/01/05	551	0551-8076976	\$ 22.02
92877014	09/01/05	551	0551-8076977	\$ 74.57
92877014	09/01/05	551	0551-8076978	\$ 16.07
92877014	09/01/05	551	0551-8076979	\$ 8.46
92877014	09/01/05	551	0551-8076980	\$ 6.23
92877014	09/01/05	551	0551-8076981	\$ 124.81
92877014	09/01/05	551	0551-8076982	\$ 8.46
92877014	09/01/05	551	0551-8076983	\$ 6.87
92877014	09/01/05	551	0551-8076984	\$ 37.65
92877035	09/01/05	551	0551-8076985	\$ 154.88
92877014	09/01/05	551	0551-8076986	\$ 35.50
92877014	09/08/05	551	0551-8088185	\$ 823.83
92877014	09/08/05	551	0551-8088186	\$ 18.72
92877014	09/08/05	551	0551-8088187	\$ 77.12
92877014	09/08/05	551	0551-8088188	\$ 6.59
92877014	09/08/05	551	0551-8088189	\$ 88.92
92877014	09/08/05	551	0551-8088190	\$ 116.49
92877014	09/08/05	551	0551-8088191	\$ 111.12
92877014	09/08/05	551	0551-8088192	\$ 113.43
92877014	09/08/05	551	0551-8088193	\$ 40.53
92877014	09/08/05	551	0551-8088194	\$ 22.02
92877014	09/08/05	551	0551-8088195	\$ 74.57
92877014	09/08/05	551	0551-8088196	\$ 16.07
92877014	09/08/05	551	0551-8088197	\$ 8.46
92877014	09/08/05	551	0551-8088198	\$ 6.23
92877014	09/08/05	551	0551-8088199	\$ 124.81
92877014	09/08/05	551	0551-8088200	\$ 8.46
92877014	09/08/05	551	0551-8088201	\$ 6.87
92877035	09/08/05	551	0551-8088202	\$ 154.88
92877014	09/08/05	551	0551-8088203	\$ 38.50
92877014	09/15/05	551	0551-8099625	\$ 822.33
92877014	09/15/05	551	0551-8099626	\$ 18.72
92877014	09/15/05	551	0551-8099627	\$ 77.12
92877014	09/15/05	551	0551-8099628	\$ 6.59
92877014	09/15/05	551	0551-8099629	\$ 88.92
92877014	09/15/05	551	0551-8099630	\$ 135.56
92877014	09/15/05	551	0551-8099631	\$ 111.12
92877014	09/15/05	551	0551-8099632	\$ 113.43
92877014	09/15/05	551	0551-8099633	\$ 40.53
92877014	09/15/05	551	0551-8099634	\$ 22.02
92877014	09/15/05	551	0551-8099635	\$ 74.57

92877014	09/15/05	551	0551-8099636	\$	32.70
92877014	09/15/05	551	0551-8099637	\$	8.46
92877014	09/15/05	551	0551-8099638	\$	6.23
92877014	09/15/05	551	0551-8099639	\$	176.67
92877014	09/15/05	551	0551-8099640	\$	8.46
92877014	09/15/05	551	0551-8099641	\$	6.87
92877014	09/15/05	551	0551-8099642	\$	37.65
92877035	09/15/05	551	0551-8099643	\$	154.88
92877014	09/15/05	551	0551-8099644	\$	35.50
92877014	09/22/05	551	0551-8110987	\$	827.33
92877014	09/22/05	551	0551-8110988	\$	18.72
92877014	09/22/05	551	0551-8110989	\$	77.12
92877014	09/22/05	551	0551-8110990	\$	6.59
92877014	09/22/05	551	0551-8110991	\$	88.92
92877014	09/22/05	551	0551-8110992	\$	115.56
92877014	09/22/05	551	0551-8110993	\$	111.12
92877014	09/22/05	551	0551-8110994	\$	113.43
92877014	09/22/05	551	0551-8110995	\$	40.53
92877014	09/22/05	551	0551-8110996	\$	22.02
92877014	09/22/05	551	0551-8110997	\$	74.57
92877014	09/22/05	551	0551-8110998	\$	15.45
92877014	09/22/05	551	0551-8110999	\$	8.46
92877014	09/22/05	551	0551-8111000	\$	6.23
92877014	09/22/05	551	0551-8111001	\$	134.17
92877014	09/22/05	551	0551-8111002	\$	8.46
92877014	09/22/05	551	0551-8111003	\$	6.87
92877035	09/22/05	551	0551-8111004	\$	154.88
92877014	09/22/05	551	0551-8111005	\$	35.50
92877014	09/29/05	551	0551-8122320	\$	851.42
92877014	09/29/05	551	0551-8122321	\$	18.72
92877014	09/29/05	551	0551-8122322	\$	77.12
92877014	09/29/05	551	0551-8122323	\$	6.59
92877014	09/29/05	551	0551-8122324	\$	88.92
92877014	09/29/05	551	0551-8122325	\$	158.88
92877014	09/29/05	551	0551-8122326	\$	111.12
92877014	09/29/05	551	0551-8122327	\$	113.43
92877014	09/29/05	551	0551-8122328	\$	40.53
92877014	09/29/05	551	0551-8122329	\$	22.02
92877014	09/29/05	551	0551-8122330	\$	74.57
92877014	09/29/05	551	0551-8122331	\$	15.45
92877014	09/29/05	551	0551-8122332	\$	8.46
92877014	09/29/05	551	0551-8122333	\$	6.23
92877014	09/29/05	551	0551-8122334	\$	169.48
92877014	09/29/05	551	0551-8122335	\$	8.46
92877014	09/29/05	551	0551-8122336	\$	6.87
92877014	09/29/05	551	0551-8122337	\$	37.65
92877035	09/29/05	551	0551-8122338	\$	154.88
92877014	09/29/05	551	0551-8122339	\$	40.00
92877014	10/06/05	551	0551-8133536	\$	814.92
92877014	10/06/05	551	0551-8133537	\$	14.22
92877014	10/06/05	551	0551-8133538	\$	77.12

92877014	10/06/05	551	0551-8133539	\$	6.59
92877014	10/06/05	551	0551-8133540	\$	88.92
92877014	10/06/05	551	0551-8133541	\$	113.37
92877014	10/06/05	551	0551-8133542	\$	111.12
92877014	10/06/05	551	0551-8133543	\$	115.93
92877014	10/06/05	551	0551-8133544	\$	40.53
92877014	10/06/05	551	0551-8133545	\$	22.02
92877014	10/06/05	551	0551-8133546	\$	74.57
92877014	10/06/05	551	0551-8133547	\$	15.45
92877014	10/06/05	551	0551-8133548	\$	8.46
92877014	10/06/05	551	0551-8133549	\$	6.23
92877014	10/06/05	551	0551-8133550	\$	156.98
92877014	10/06/05	551	0551-8133551	\$	8.46
92877014	10/06/05	551	0551-8133552	\$	6.87
92877035	10/06/05	551	0551-8133553	\$	164.93
92877014	10/06/05	551	0551-8133554	\$	35.50
				\$	11,532.14